

APPENDIX L TO DIR CONTRACT NO. DIR-TSO-2539



Schedule M – Oracle Managed Cloud Services

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name:	
General Terms Reference Number:	US-GMA-225288

This Oracle Managed Cloud Services Schedule (this "Schedule M") is a Schedule to the General Terms referenced above. For purposes of the Services under DIR Contract No. DIR-TSO-2539, this Schedule M, the General Terms and this Schedule M constitute, collectively, the "General Agreement"; terms in other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule. All references to "On Demand Services" in this Schedule M and any ancillary documents (such as the General Agreement, any Ordering Documents, Statements of Work, or Statement of Work Schedules) shall mean "Oracle Managed Cloud Services". In the event of any inconsistencies between the Appendix G- Public Sector General Terms and this Schedule M, this Schedule M shall take precedence. This Schedule M shall coterminate with the General Terms.

1. DEFINITIONS

- 1.1 Capitalized terms used but not defined in this Schedule M shall have the meaning set forth in the General Terms or in Your Ordering Document including the Oracle Managed Cloud Services Definitions Schedule.
- 1.2 "Services" refers to Managed Cloud Services which You have ordered from Oracle under an Ordering Document referencing this Schedule M.

2. RIGHTS GRANTED

2.1 During the services term, You will have a limited, non-exclusive, non-assignable, right to access and use the Oracle Managed Cloud Services specified in Your Ordering Document(s) solely for Your internal business operations, and subject to the terms of DIR Contract No. DIR-TSO-2539, this Schedule M, the General Terms and the applicable Ordering Documents. You may not use the Services for the purpose of timesharing or use as service bureau, subscription service, software as a service or for other hosting, rental, lease, sublicense or sharing arrangements. Your use of Oracle Programs is subject to Your license agreement for such programs; Your right to use Tools provided by Oracle as part of the Oracle Managed Cloud Services may be subject to separate license or service agreement terms.

2.2 You retain all ownership and intellectual property rights in and to Your data. Oracle or its licensors retain all ownership and intellectual property rights to the Services, Oracle Programs and anything developed by Oracle and delivered to You under this Schedule M.

3. SEGMENTATION

You acknowledge that the Managed Cloud Services acquired under an Ordering Document were bid by Oracle separately from any Oracle Program Licenses and other services, that You may acquire Oracle Program licenses without acquiring Managed Cloud Services or other services, and that fees for Managed Cloud Services do not include associated program licenses or technical support.

4. PROGRAM LICENSES AND TECHNICAL SUPPORT

You acknowledge that (i) You have separately acquired and will continue to maintain for the duration of the Managed Cloud Services the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Managed Cloud Services are provided, (ii) You will maintain licenses and technical

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support for any Third Party Software or Required Software used in Your Environment, and (iii) Your use of such programs and technical support are governed solely by the agreement(s) under which such licenses and technical support are obtained.

5. YOUR OBLIGATIONS

5.1 You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

- a. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your data and for compliance by You and such third parties with the terms of the DIR Contract No. DIR-TSO-2539, the General Agreement, as well as the applicable Ordering Document and Statement of Work.
- b. For any Administration Services ordered under an Ordering Document, You are responsible for preparing Your system in accordance with any installation and configuration information provided by Oracle.
- c. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Oracle Managed Cloud Services via a network connection that meets Oracle's specifications.
- d. As reasonably required by Oracle, You (including Your officers, agents and employees) will provide Oracle with (i) timely assistance and cooperation, (ii) complete and accurate information, and (iii) access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- e. You shall obtain at Your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software or perform the Services under this Schedule M. Unless specified otherwise in the applicable Statement of Work, You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into Your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Oracle Managed Cloud Services.
- f. For any Services that involve on-site delivery, Oracle will deliver such Services to the customer address(es) specified in the applicable Ordering Document during local business hours, excluding local public holidays. You and Oracle may mutually agree in writing that such Services be delivered at other location(s). You agree to use reasonable efforts to schedule on-site Services by each on-site Oracle Managed Cloud resource for a minimum of eight (8) continuous hours of Services per day.
- g. You shall not use or permit use of the Oracle Managed Cloud Services (including by uploading, emailing, posting, publishing or otherwise transmitting any material) for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any material that is false, defamatory, harassing or obscene; (iii) violate privacy rights or promote bigotry, racism, hatred or harm; (iv) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (v) constitute an infringement of intellectual property or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the Agreement and the applicable Ordering Document, Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to You in the event that Oracle takes such action.

6. TERMINATION

6.1 Oracle may temporarily suspend the Managed Cloud Services under an Ordering Document if (i) Your licenses and/or technical support for the Oracle programs specified in an Ordering Document lapse, (ii) You violate a restriction set forth in Section 5.1.h of this Schedule M, (iii) in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality; or (iv) Your Environment(s) malfunctions or otherwise affects network access within or to Oracle's Data Center(s) or another customer's environment. Oracle will provide notice to You regarding any such suspension promptly based on the nature of the circumstances and, if permitted by law, will provide a description of the cause of such suspension. During any suspension period, Oracle will make available to You data as existing in the Environment on the date of suspension. Oracle will use reasonable efforts to re-establish the affected Managed Cloud Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured.

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Oracle may terminate the applicable Ordering Document and the Managed Cloud Services thereunder if any of the foregoing causes of suspension is not cured within thirty calendar days after Oracle's initial notice thereof. This section does not excuse Your obligation to pay for services performed.

7. WARRANTY AND DISCLAIMERS

The sole and exclusive warranty for Services provided to You is that Oracle warrants that the Services will be provided in all material respects in accordance with the Service Level set forth in the applicable Ordering Document. TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. **YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

8. EXCLUSIVE REMEDY FOR BREACH OF WARRANTY

If the Services provided to You for any given month during the services term were not in accordance with the warranty specified in Section 7, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must contain a description of the deficiency in Services (including the Service Request number notifying Oracle of the deficiency in service) and must be submitted to outsourcingcredit_ww@oracle.com. If applicable, Oracle will remit a services fee credit for such month calculated in accordance with the Service Level set forth in the applicable Ordering Document for Oracle's failure to provide the Services as warranted. The credit will be in the form of a credit towards any outstanding balance for Oracle Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS SCHEDULE M.

9. LIMITATION OF LIABILITY

Limitation of Liability shall be handled in accordance to Appendix A, Section 10.K of DIR Contract No. DIR-TSO-2539.

10. DATA PRIVACY AND SECURITY

10.1 In performing the Services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at <http://www.oracle.com/html/Services-privacy-policy.html> and for reference purposes incorporated into the DIR-TSO-2539 as Appendix O. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion, however, Oracle changes to the policy will not result in a material reduction in the level of protection provided for Your data during the applicable services term. Our respective responsibilities for maintaining the privacy and security of Your production data in connection with Oracle Managed Cloud Services are described in the security Schedule included within the applicable Statement of Work.

10.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement") is available at <http://www.oracle.com/dataprocessingagreement> and incorporated into the DIR-TSO-2539 as Appendix N. This describes the parties' respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Oracle Managed Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Environment, as specified in this Schedule M, the applicable Ordering Document, and the *Data Processing Agreement for Oracle Cloud Services*. You agree to provide any notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

10.3 You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an Ordering Document and may be required to purchase, additional Services from Oracle (e.g., Oracle HIPAA Security Services) to address particular data protection requirements applicable to Your business or Your data.

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10.4 Oracle America, Inc. subscribes to the United States/European Union Safe Harbor Principles, and, as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at <http://www.export.gov/safeharbor>) as of the effective date of this Schedule M. Oracle's Safe Harbor certification specifically includes Oracle's performance of hosting services for customer-provided personal information.

10.5 Any data provided by You that resides in Your Oracle Managed Cloud Services Environment(s) shall be Your confidential information as defined in the General Terms. You agree to provide any notices and obtain any consents related to Your use of Oracle Managed Cloud Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your data.

11. SERVICE MONITORING AND VERIFICATION

11.1 Oracle may use Tools to review and administer Your Environment(s) (e.g., to perform environment clones, password changes, monitoring and file system maintenance), and to help resolve Your Oracle Service Requests. The Tools will not collect, report or store any production data residing in Your Environment(s), except as necessary and for the duration needed to troubleshoot Service Requests or other Problems in Your Environment(s). You agree that except as set forth in this paragraph, You may not access or use the Tools; any Tools provided by Oracle as part of the Services for Your use are provided on an "as is" basis; Oracle does not provide technical support or offer any warranties for such Tools.

11.2 Oracle at its own expense may audit Your use of the Services. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

12. CHANGE CONTROL

Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in (i) a new *Oracle Managed Cloud Services Ordering Document*, (ii) an *Oracle Managed Cloud Services Ordering Document Amendment* that references the applicable underlying Ordering Document, or (iii) for certain services, a purchase order that references the applicable underlying Ordering Document.

13. EXPORT

13.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services and Oracle Programs. You agree that such export control laws govern Your use of the Services and the Oracle Programs (including technical data) and any Services deliverables provided under any Ordering Document, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials related to or resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2 You acknowledge that the Managed Cloud Services are designed with capabilities for You and End Users to access the Environment without regard to geographic location and to transfer or otherwise move Your data between the Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your data.